

4. 1. 1987

AGREEMENT

BETWEEN THE

CLIFTON BOARD OF EDUCATION

CLIFTON, NEW JERSEY

AND THE

CLIFTON PUBLIC SCHOOL CAFETERIA ASSOCIATION

CLIFTON, NEW JERSEY

FOR THE

1985 - 1986 SCHOOL YEAR

AND THE

1986 - 1987 SCHOOL YEAR

X July 1985 June 30, 1987

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## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the Clifton Public School Cafeteria Association as the sole and exclusive representative for collective negotiations concerning grievances and conditions of employment. The unit shall include all head cooks, assistant head cooks, attendants, bus aides, cafeteria workers, and elementary satellite workers.

B. Unless otherwise stated, the term employee shall mean all employees represented by the unit.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Definitions

1. Grievance: A "grievance" is a claim by an employee or the Association, based upon the interpretation, application or violation of this Agreement affecting an employee or a group of employees.

2. Aggrieved Person: An "aggrieved person" is the person or persons of the Association making the claim.

3. Party in Interest: A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against which action might be taken in order to resolve the claim.

#### B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

##### 1. Time Limits

The number of days indicated at each level should be

considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One: Director of Food Services

An employee with a grievance shall first discuss it with his/her Director of Food Services, either directly or through the Association designated representative, with the objective of resolving the matter informally.

3. Level Two: Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) school days after presentation of the grievance, the Association shall refer it to the Superintendent within five (5) school days after disposition at Level One.

4. Level Three: School Board

If the aggrieved person is not satisfied with the decision at Level Two, or if no decision is received within fourteen (14) days, he/she may submit the grievance to the Board of Education. The Superintendent shall then forward the grievance to the Board of Education. The Board, or a committee thereof shall hold a hearing within thirty (30) days of its receipt of the grievance. The Board shall render a decision in writing within ten (10) days of the hearing.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article within the strictures of the Open Public Meetings Act.

ARTICLE III

EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Whenever any employee is required to appear before any administrator or supervisor, the Board, or any committee thereof, concerning a matter which could reasonably be considered in advance to affect the continuation of that employee in his/her position, employment, salary or any increments pertaining thereto, then he/she shall be given, if feasible, prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

ARTICLE IV

ASSOCIATION RIGHTS

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, or meetings, he/she shall suffer no loss of pay.

B. Representatives of the Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings so long as the same do not interfere with or interrupt normal school activities and subject to notification to the building principal at least three (3) days in advance, for emergency meetings, twelve (12) hours notice shall be sufficient.

## ARTICLE V

### WORK YEAR

#### A. Working Days

1. The work year for all head cooks shall consist of one hundred eighty (180) days per year between the dates of September 1 through June 30 plus six (6) paid holidays. The standard work day is an eight (8) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 1488. (The total annual number of hours involved)

2. The work year for all assistant head cooks shall consist of one hundred eighty (180) days per year between the dates of September 1 through June 30 plus six (6) paid holidays. The standard work day is a seven (7) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 1302. (The total annual number of hours involved)

3. The work year for all attendants shall consist of one hundred eighty (180) days per year between the dates of September 1 through June 30 plus six (6) paid holidays. The standard work day is a six (6) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 1116. (The total annual number of hours involved)

4. The work year for all bus aides shall consist of one hundred eighty (180) days per year between the dates of September 1 through June 30 plus six (6) paid holidays. The standard work day is a four (4) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 744. (The total annual number of hours involved)

5. The work year for all cafeteria workers (listed under Article X Section F) shall consist of one hundred seventy-six (176) days per year between the dates of September 1 through June 30 plus six (6) paid holidays. The standard work day is a four (4) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 728. (The total annual number of hours involved)

6. The work year for elementary satellite workers shall consist of one hundred seventy-six (176) days per year between the dates of September 1 through June 30, with no paid holidays. The standard work week shall consist of twelve (12) hours; four (4) days per week at two (2) hours per day and one (1) day per week at four (4) hours per day. The hourly rate shall be computed by taking the annual salary and dividing by 422.4. (The total annual number of hours involved)

7. Any work day beyond the number listed hereinabove shall be paid at the overtime rate.

8. Holidays

The following days shall be considered paid holidays for all employees:

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day

ARTICLE VI

DAILY WORK HOURS

A. Eight (8) hour and seven (7) hour per day employees shall receive a daily thirty (30) minute lunch period and two (2) daily fifteen (15) minute breaks, one (1) in the a.m. and one (1) in the p.m. This time shall be part of each employee's work day.

B. Six (6) hour per day employees shall receive a daily twenty (20) minute lunch period and two (2) daily fifteen (15) minute breaks, one (1) in the a.m. and one (1) in the p.m. This time shall be part of each employee's work day.

C. Four (4) hour per day employees shall receive a daily twenty (20) minute lunch period.

D. The schedules for all workers shall be posted in each school.

E. Bus Aides shall be guaranteed two (2) hours on a.m. and two (2) hours on p.m. run.

F. Overtime

1. Any work required beyond the regularly scheduled work day shall be compensated at the rate of one and one half (1 1/2) times the hourly rate.

2. Any work required on holidays shall be compensated at the rate of two (2) times the hourly rate.

3. Employees asked to work overtime shall be guaranteed at least one (1) hour's work.

4. Employees asked to return to work after their regular shift shall be guaranteed three (3) hours at the rate of one and one half (1 1/2) times the regular rate.

5. For purposes of overtime calculation; holidays, sick days, and personal days shall be considered days worked.

G. On half school days, eight (8), seven (7) and six (6) hour employees shall work four (4), three and one half (3 1/2), and three (3) hours respectively. Attendants shall work three (3) hours.

H. Any meetings of cafeteria workers called by supervisors and/or directors shall be part of an employee's regular work day or shall be additionally compensated at the overtime rate.



ARTICLE VII

EMPLOYMENT PROCEDURE

A. Each employee shall be notified of their reappointment or non-reappointment for the following year by June 30th of the work year. Such notification shall include the salary and the work hours; however, work hours may be modified subsequently as necessary.

B. Each employee shall be paid according to the position which they fill at the salary negotiated and presented in the salary guide of this contract.

ARTICLE VIII

SENIORITY

A. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority.

C. All notices for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least fifteen (15) days before the closing date for applications. A copy of each such notice shall be sent to the Association.

ARTICLE IX

LEAVES OF ABSENCE

A. All employees shall receive ten (10) cumulative sick days each school year and shall be notified of sick days accumulated annually.

## B. Personal Days

1. Employees shall be granted three (3) personal days per contract year. These personal days will be non-cumulative.

2. One or more of the following categories are eligible reasons for taking personal days:

- a. Death (except as indicated in "D" of this Article)
- b. Illness (except personal illness as indicated in "A" of this article.
- c. Court Order
- d. Religious Observances
- e. Personal affairs of a non-recreational nature which cannot be carried out after work hours.
- f. Whenever possible permission to take a personal day must be secured in advance from the Superintendent. If not secured in advance, the request is to be confirmed in writing as soon as possible thereafter.

C. Employees shall be granted bereavement leave with pay according to the following schedule:

Four (4) days leave for death in the immediate family including: father, mother, sister brother, husband, wife, child, grand-mother, grandfather, grandchildren, father-in-law, mother-in-law. Bereavement leave days shall be consecutive.

D. Jury Duty shall be considered authorized absence with no reduction in pay.

## ARTICLE X

### RETIREMENT REIMBURSEMENT FOR SICK DAYS

Upon retirement employees shall be paid for forty per cent (40%) of unused sick days. Such payment shall be based on the final annual salary of the individual requesting payment. In the event of death, the estate shall be granted the payment.

ARTICLE XI

SALARIES

<u>POSITION</u>	<u>STEP</u>	<u>1985-86</u>	<u>1986-87</u>
A. High School Head Cook	1	10,438	10,972
	2	11,179	11,795
	3	11,841	12,563
	4	12,432	13,057
B. Other Head Cooks	1	10,069	10,605
	2	10,806	11,400
	3	11,547	12,143
	4	12,016	12,620
C. Assistant Head Cooks	1	8,423	8,854
	2	9,069	9,505
	3	9,652	10,117
	4	10,032	10,537
D. Attendants	1	7,220	7,589
	2	7,775	8,147
	3	8,273	8,671
	*	* 7,968	-----
	4	8,600	9,032
<p>* This scale is for 1985-86 only and is specifically provided for those six (6) hour employees who were on Step 3 of the 5A scale during the 1984-85 school year. For 1986-87, the asterisked salary step is deleted and any employees on this step shall be placed on Step 4.</p>			
E. Bus Aides	1	4,070	4,263
	2	4,363	4,584
	3	4,661	4,895
	4	4,844	5,088
F. Cafeteria Workers	1	3,982	4,171
	2	4,270	4,485
	3	4,560	4,789
	4	4,741	4,979
G. Elementary Satellite Wkrs.	1	2,310	2,420
	2	2,478	2,603
	3	2,646	2,779
	4	2,752	2,890

H. Payment shall be made in twenty (20) equal paychecks each year.

I. Cafeteria Workers shall be given one hundred twenty-five dollars (\$125) per year for uniform allowance. Such payment for the year shall be made positively no later than June 15. Uniform allowance shall be prorated based on ten (10) months.

J. Longevity

1. Employees shall receive a longevity payment as follows:

- a. 2% of base salary after five (5) years
- b. 3% of base salary after ten (10) years
- c. 4% of base salary after fifteen (15) years
- d. 5% of base salary after twenty (20) years
- e. 6% of base salary after twenty-five (25) years

2. If an employee reaches his/her anniversary date during the work year, longevity payments shall be prorated.

3. All longevity payments shall become part of annual salary and shall be paid in accordance with Section H of this Article.

## ARTICLE XII

### INSURANCE PROTECTION

A. The Board agrees to pay full premium for each employee and his family covered by this Agreement for coverage in hospitalization, medical expense, major medical, and the prescription plan as negotiated by the Clifton Teachers Association.

B. The Board agrees to pay the full premium for each employee and his family covered by this Agreement for coverage in a dental plan as negotiated by the Clifton Teachers Association.

C. The Board shall make every reasonable effort to continue to provide a group rate medical plan available to retirees.

ARTICLE XIII

PROMOTIONS

A. Categories of head cooks, assistant head cooks, and attendants shall perform the duties of food preparation, food distribution, collection of money, cafeteria cleaning, and those other duties specified by the head cook.

B. Promotion to any position shall be made, where possible on a seniority basis as provided below. Consideration will be given to ability, attendance, and aptitude, but where these appear equal, the promotion shall go to the person with the greatest length of service. Promotion will be made where all else is equal from the present work force. A minimum of one (1) year service in this district shall be required for consideration to promotion to higher paid positions.

C. Any person promoted to a higher paid position shall be placed on the same step of that guide as the person is presently on. A one time exception to this provision shall occur for attendants who were six (6) hour employees during the 1984-85 school year and who were on Step 3. These employees for the 1985-86 school year only are placed on an asterisked (\*) step. (See Article XI. D)

D. Promotion to a salaried position and appointment to the part time force shall be made by the Board of Education upon recommendation of the Business Administrator.

E. Substitute workers serve the primary purpose of filling in for absentees. Where possible, promotion to the part time staff should be made from the substitute category. Substitutes shall not be used as long term trainees.

ARTICLE XIV

PROTECTION OF EMPLOYEES

- A. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.
- B. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- C. The Board shall reimburse an employee for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained on the job.

ARTICLE XV

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

- 1. The Board agrees to deduct from the salaries of its employees dues for the local association, the New Jersey Education, the Passaic County Education Association, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N. J. Public Laws of 1969 (N.J.S.A. 52: 14-15.9E) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the local association by the 15th of each month following the monthly pay period in which deductions were made.
- 2. Each of the Associations named above shall certify to the Board in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XVI

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of the fee will be to effect the employee's per capita cost of services rendered by the Association as majority representatives.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the Association will inform the Board in writing of the amount of regular dues, initiation fees, and the amount of assessments charged by the Association to its members. From the total amount will be subtracted the cost of benefits financed through dues, fees, and assessments and available to or benefitting only Association members. In no event shall such amount exceed 85% of the regular membership dues, fees, and assessments.

C. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representatives, under proceedings established and maintained in accordance with N.J.S.A. 34:13A-5.4 of this act, a return of and part of that fee paid by him/her which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

ARTICLE XVII

SUCCESSOR NEGOTIATIONS

A. Contract Changes

The Board shall not affect any change concerning terms and conditions of employment during the term of this contract unless they are first negotiated with the Association.

B. Negotiations for a successor contract shall begin not later than January 15 prior to the expiration of this contract.

C. Either party may, if so desired, utilize the services of outside consultants.

D. Whenever members of the Association are mutually scheduled by the parties to participate during work hours in any conferences, hearings meetings or in negotiations, they shall suffer no loss in pay.

E. The Board agrees not to negotiate concerning Association employees with any unit other than the Association.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. Non-Discrimination: The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Board Policy: This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Separability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



D. Copies of this Agreement are to be printed at the expense of the Board.

E. The Board agrees to allow up to twelve (12) employees to attend one (1) workshop per school year with prior approval of the Food Service Director. The Board shall pay all fees in connection with the workshop. The workshop must be scheduled during non-working hours.

F. The terms of this Agreement shall be for two (2) years commencing on July 1, 1985 and terminating on June 30, 1987.

CLIFTON PUBLIC SCHOOL CAFE. ASSN.

CLIFTON BOARD OF EDUCATION

Don B. Wild 4/8/86  
President Date

Hayne Demitoff  
President Date

Barbara Mergelke 4-8-86  
Negotiator Date

Robert A. Allen  
Negotiator Date

Approved by the Board of Education

Attest:

Donald Fisher 4/8/86  
Bd. Sec.-Bus. Adm. Date

BOARD OF EDUCATION  
CLIFTON, NEW JERSEY 07013

RESOLUTION #3/12-A

BE IT RESOLVED, that the Board of Education hereby  
ratifies the contract with the Clifton Cafeteria Association.

Introduced by

Second

DATED: March 26, 1986

VOTE: Yes: Comms. Atsma, Demikoff, DeVos, Manning, Mihalik, Perkowski,  
Stein & Zabchin-Besser absent

ATTEST:

Small, Thomas SECRETARY-BUSINESS ADMINISTRATOR  
PRESIDENT Margaret Demikoff